

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A FIXED OFFER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 146 PAGES	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 52-DGNW-0-90036		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (IFB)		5. DATE ISSUED 08/08/2000	
						6. REQUISITION/PURCHASE NUMBER NW-WG3200-0-00049	
7. ISSUED BY U.S. DEPT. OF COMMERCE/NOAA OFA/AMD/GENERAL CONTRACTS/OFA612:EEKKAUL 1305 EAST-WEST HWY., #7604, SILVER SPRING, MD 20910				8. ADDRESS OFFER TO (if other than item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and 2 copies, for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handwritten, in the depository located in SEE BLOCK 8 until 3 p.m. local time SEPTEMBER 8, 2000							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME ELEANOR E. KAUL		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 301 713-0823 142		C. E-MAIL ADDRESS Eleanor.E.Kaul@agf.noaa.gov	
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-18 Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		<input checked="" type="checkbox"/> 10 CALENDAR DAYS (%)		<input type="checkbox"/> 20 CALENDAR DAYS (%)		<input type="checkbox"/> 30 CALENDAR DAYS (%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:)		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15D. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) <input type="checkbox"/> 41 U.S.C. 253(a)				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM Page G-2, G.3 Invoices	
24. ADMINISTERED BY (if other than item 7)		CODE		25. PAYMENT WILL BE MADE BY NOAA/FINANCE SERVICES DIVISION/OFA2212X1 20030 CENTURY BLVD GERMANTOWN, MARYLAND 20874-1143		26. AWARD DATE	
25. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this form, or on Standard Form 20, or by other authorized official written notation.							
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable				STANDARD FORM 33 (REV. 9-97) Prescribed by GSA - FAR (48 CFR) 53.214(c)			

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B.1 TYPE OF CONTRACT

The Contractor shall furnish the Fischer and Porter/Belfort Precipitation Gauge Electronic Sensor Upgrade cited in Paragraph B.3 in conformance with the terms and conditions of this Contract. This is an Indefinite Delivery/Indefinite Quantity (IDIQ) type of contract with firm-fixed unit prices.

B.2 PROGRAM OBJECTIVES/BACKGROUND INFORMATION

The program objective is to acquire a Fischer and Porter/Belfort Precipitation Gauge Electronic Sensor Upgrade (F&P) which is fully compliant with the specification.

To accomplish the program objective, the Government intends to award CLINs 0001, 0002 and 0003, Limited Production, to the fully compliant offeror who provides best value to the Government. The fully compliant Limited Production upgrade equipment will be simultaneously laboratory and field tested to verify performance capabilities and compliance with the specification. Successful testing will result in an Operational Test and Evaluation (OT&E) field test at up to 20 National Weather Service sites. The duration of all testing is anticipated to be 9 months. A successful OT&E test may result in additional purchases. It is the Government's intent to upgrade up to 1800 Government-owned, F&P gauges over the next three (3) years, if funds become available.

The costs for reviews, manuals, meetings and reports per the Statement of Work (SOW), pages 7 through 9, Section 3.2.1 through 3.2.5, and pages 10 through 11, Section 3.3.1 shall be included in Section B.3 Contract Line Item Description List, CLIN 0001.

The attached specification identifies and defines two items:

- the Gauge Modification Assembly (GMA) and
- the Display/Communications Unit (DCOM)

The GMA is a stand-alone addition to the F&P gauge that will acquire, record, and provide the precipitation data in an electronic format. It is anticipated that the GMA will be installed in all existing Government-owned F&P gauges. The DCOM is an extension of the GMA that will provide a wireless link to a remote display and phone modem telemetry. Except for CLIN 0001, the DCOM is an "if ordered" accessory and will be acquired as necessary to support program communication/display needs.

The Government is not obligated to purchase any CLINs beyond CLINs 0001, 0002 and 0003.

B.3 CONTRACT LINE ITEM DESCRIPTION LIST

SEE PAGE B-4 END OF TABLE FOR FOOTNOTES.

CLIN	Description	Qty ¹	Unit Price				Total ²
			Base	Year 1	Year 2	Year 3	
0001	F&P Upgrade (GMA and DCOM) (Limited Production)	24 ea					
0002	Field Spares and Consumables, adequate to support 24 (GMA and DCOM)	1 set					
0003	Depot Spares, adequate to support 24, (GMA and DCOM)	1 set					
0004	Technical Manual (GMA and DCOM) See Statement of Work (SOW) page 12, Section 3.3.1.4, Technical Manuals	1 ea					
0005	Technical Documentation and Drawing Package (GMA and DCOM), See SOW, page 13, Section 3.3.1.5, Depot Level Technical Documentation	1 lot					

CLIN	Description	Qty ¹	Unit Price				Total ²
			Base	Year 1	Year 2	Year 3	
0006a	F&P Upgrade (GMA) (Production) (Please insert the breakpoints for quantity pricing in the Qty column.)	1 - ____					
		____ - ____					
		____ - ____					
		____ - 1800					
0006b	F&P Upgrade (DCOM) (Production) (Please insert the breakpoints for quantity pricing in the Qty column.)	1 - ____					
		____ - ____					
		____ - ____					
		____ - 200					
0007	Depot Support Equipment and Procedures. (GMA and DCOM) See Contractor defined list per SOW, page 12 and 13, Section 3.3.1.3 Spares, Consumables, and Test Equipment Recommendations, paragraph 2.	1 lot					
0008	Repair and Refurbishment, GMA, See SOW, page 20, Section 5.2 Repair	Up to 25					
		Up to 50					
0009	Repair and Refurbishment, DCOM, See SOW, page 20, Section 5.2 Repair	Up to 25					

CLIN	Description	Qty ¹	Unit Price				Total ²
			Base	Year 1	Year 2	Year 3	
For CLINs 0010, 0011, 0012, and 0013 see SOW, pages 12 and 13, Section 3.3.1.3, Spares, Consumables and Test Equipment Recommendations.							
0010	Field Spares and Consumables GMA, adequate to support 5 units	up to 150 sets					
0011	Field Spares and Consumables DCOM, adequate to support 1 unit	up to 100 ea					
0012	Depot Spares GMA, adequate to support 5 units	up to 300 sets					
0013	Depot Spares DCOM, adequate to support 1 unit	up to 75 ea					
0014	Instructor Training Material and One Initial Training Course (GMA and DCOM), See SOW, Pg 20-22, section 6.0 & 6.1 Training	1 lot					

Note - Shaded areas are not to be filled in.

Table Footnotes:

1 - Qty: The maximum number specified under any CLIN is the total number that may be purchased over the term of the contract. The total number may be purchased in one Contract Year (CY) or spread over several CY=s.

2 - Total = (max Qty) X (max Unit Price of any CY)

Year 1 starts upon production release by the Contracting Officer; see Statement of Work, page 18, Section 3.6.

B.4 MINIMUM/MAXIMUM QUANTITIES

The minimum quantities to be purchased are CLINs 0001, 0002 and 0003 - 24 F&P upgrade and associated repair and support services; the maximum quantities to be purchased are 1800 GMA units for Government-owned, F&P gauges over the next three (3) years, if funds become available.

C.1 STATEMENT OF WORK/SPECIFICATIONS (CAR 1352.210-71) (JUL 1985)

The Contractor shall furnish the necessary personnel, materials, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J, Attachment Number 1.

D.1 PACKAGING AND MARKING

All deliverable items furnished hereunder shall be packaged and packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

The packaging and marking instructions in Attachment No. 2 - Marking For Shipment shall be followed.

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(JUN 1988)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES--FIXED- PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES - FIXED -PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

E.2 ADDITIONAL TESTING REQUIREMENTS PER THE SOW

See Statement of Work (SOW), pages 9 through 15, Section 3.3 Compliance Verification Process for various testing requirements.

E.3 FIRST ARTICLE APPROVAL-CONTRACTING TESTING (FAR 52.209-3)(SEP 1983) (ALTERNATE I)(JAN 1997)

(a) The Contractor shall test 5 unit(s) of Lot/Item CLIN 0001 as specified in this contract. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 144 calendar days from the date of this contract to see G.1 COTR address on page G-1 marked "FIRST ARTICLE TEST REPORT: Contract No. 50-DGNW-0-90036, Lot/Item No. CLIN 0001." Within 15 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor

shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above.

The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

E.4 GOVERNMENT ACCEPTANCE

Following successful completion of Statement of Work (SOW) Section 3.3 Compliance Verification Process, the remaining units will be accepted within 45 days of receipt by the Government.

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.211-16	APR 1984	VARIATION IN QUALITY (b) -0-% INCREASE/-0-% DECREASE LINE ITEM
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-35	APR 1984	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES

F.2 DELIVERY LOCATION

The delivery locations are stated in the Statement of Work, Page 24, Section 4.0, GMA and DCOM Hardware Delivery.

Limited Production equipment and spares, CLINS 0001, 0002, 0003 and reports shall be delivered to:

NOAA/National Weather Service
Attn: David Desrosiers W/OSO31
1325 East-West Highway, Room 3160
Silver Spring, Maryland 20190-3283

All production equipment, spares, all consumables and support equipment shall be delivered :

DOC/USDA
National Logistic Support Center (NLSC)
1510 East Bannister Road, Bldg. 1
Kansas City, Missouri 64131-3009

F.3 DELIVERY SCHEDULE

- a. Total time of up to 204 days for base period deliverables:
- Compliance Verification Process as stated on pages 9 and 10 of the SOW shall begin within 120 days of contract award and culminate in formal Government approval that mandates review and audit of items as satisfactory.
 - Estimated 14 days for all testing per Statement of Work (SOW), pages 9, Section 3.3.A.a1. a2. a3 and a5.
 - Ten (10) days for Contractor delivery of test reports, SOW, page 10, Section 3.3.B. b4.
 - Fifteen (15) days for Government review and approval , SOW, page 10, Section 3.3.B.b5.
 - Delivery of the CLINs 0001, 0002, and 0003 shall occur within 45 days of receipt of written Government approval.
 - CLINs 0004 and 0005, if ordered, shall be delivered within 90 days of Government approval.
- b. Additional years' production deliverables (see SOW, page 19, Section 3.6):
- The Government anticipates conducting extended testing up to nine (9) months before purchasing additional CLINs. See SOW, pages 15 and 16, Section 3.3 and contract page B-1, Section B.2, paragraph 2.
 - Delivery of production deliverables shall begin within 60 days after purchasing additional CLIN(s); the rate of delivery shall be at a minimum of 75 units per month.
 - If additional units are ordered, delivery shall be at the rate of a minimum of 75 units per month, regardless of the number of CLINs exercised.

F.4 ORDERING PERIOD

See page B-1, Section B-2, paragraph 2.

The period of performance of this contract is approximately four (4) years from the effective date of the contract. The effective date will be the date shown in Block 3 of the Standard Form 26 or in Block 28 of the Standard Form 33.

**G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
(CAR 1352.204-72) (JUNE 1987)**

1. * _____ is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

The COTR is located at:

U.S. Dept. of Commerce/NOAA/NWS

ATTN: * _____

* _____

* _____

The telephone number of the COTR is * _____, fax number is * _____. The email address is * _____.

* To be designated at contract award

2. The responsibilities and limitations of the COTR are as follows:
- (a) The Contracting Officer's Technical Representative (COTR) is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
 - (b) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The CO may designate, in writing, citing this clause, assistant COTR(s) to act for the COTR in assigned areas as specified in the designation.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and the Government shall have no obligation to adjust the contract value to cover any increase in costs incurred as a result thereof.

G.3 INVOICES

- (a) Invoices shall be submitted in **an original and two (2) copies** to the COTR at the address set forth in clause G.1. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
 - (1) Name of the business concern, invoice number, and invoice date.
 - (2) Contract number or other authorization for delivery of property services.
 - (3) Description, price, and quantity of property and services actually delivered or rendered.
 - (4) Shipping and payment terms.
 - (5) Name (where applicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
 - (6) Contractor invoice number and shipment invoice number /shipment number must be included on any invoice presented to the Government.
- (b) To assist the Government in making timely payments, the Contractor is requested to furnish the following additional information either on the invoice or on an attachment to the invoice:
 - (1) Date of the Government's acceptance of the services being invoiced, and
 - (2) Name, title, and phone number of responsible official preparing invoice.

G.4 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS

The subcontracting plan submitted to and approved by the Contracting Officer for this requirement is incorporated in Section J and thereby made a part of this contract.

One copy each of the subcontracting report on Standard Form **294** SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS shall be **semi-annually** and Standard Form 295 Summary Subcontracting Report shall be delivered annually to:

Director, Office of Small and Disadvantaged
Business Utilization
U.S. Department of Commerce
Herbert C. Hoover Building, Room H6411
14th St., between Pennsylvania and
Constitution Avenues, N.W.
Washington, D.C. 20230

One copy each of the subcontracting on Standard Form 294 and Summary Subcontracting Report Standard Form 295 shall be delivered semi-annually to the Contracting Officer at:

U.S. Department of Commerce, NOAA
Acquisition Management Division (OFA612)
Contracting Officer (see block 26 of Standard Form 33 or block 20A on Standard Form 26 for the name of the Contracting Officer)
1305 East-West Highway, SSMC 4/ No, 7604
Silver Spring, Maryland 20910-3281

H.1 WARRANTY

See Section J, Attachment No. 3, Specification for the Fischer-Porter/Belfort Precipitation Gauge Electronic Upgrade, page 36, Section 7.0 Warranty.

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- a. <http://www.arnet.gov/far/>
- b. <http://farsite.hill.af.mil/>

FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RECESSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	JUN 1996	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-5	OCT 1997	MATERIAL REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS-NEGOTIATED
52.215-8	OCT 1997	ORDER OF PRECEDENCE
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-21	OCT 1997	REQUIREMENT FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS

52.219-8	OCT 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 1999	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGED-SUBCONTRACTING PLAN
52.219-23	OCT 1999	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (b) 10%
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-5	JAN 2000	TRADE AGREEMENTS
52.225-8	FEB 2000	DUTY-FREE ENTRY
52.225-13	FEB 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-14	FEB 2000	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-14	JUN 1987	RIGHTS IN DATA-GENERAL
52.229-3	JAN 1991	FEDERAL, STATE AND LOCAL TAXES
52.229-5	APR 1984	TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS

52.232-17	JUN 1996	INTEREST
52.232-33	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	DEC 1991	DISPUTES - ALTERNATE I
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES-FIXED-PRICE
52.244-6	OCT 1998	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
52.246-17	APR 1984	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (b) one (1) year after final acceptance; (c)(1) 45 days after discovery of the defect
52.246-23	FEB 1997	LIMITATION OF LIABILITY
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 ORDERING (FAR 52.216-18)(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the ordering period specified in Section B.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 ORDER LIMITATIONS (FAR 52.216-19)(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less one (1) unit, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of maximum quantity stated for any CLIN in Section B.3;

(2) Any order for a combination of items in excess of maximum quantity stated for any combination of ordered CLINs in Section B.3; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6)(OCT 1998)

(a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

J.1 LIST OF ATTACHMENTS

- Attachment No. 1 Statement of Work for a Fischer-Porter/Belfort Precipitation Gauge Electronic Sensor Upgrade, Specification No. D11-4A1-SW001, April 2000, 20 pages
- Attachment No. 2 Marking for Shipment, April 2000, 16 pages
- Attachment No. 3 Specification for the Fischer-Porter/Belfort Precipitation Gauge Electronic Sensor Upgrade, Specification No. D111-4A1-SD001, April 2000, 41 pages
- Attachment No. 4, Source List, 2 pages
- Attachment No. 5, Standard Form LLL, no date, 3 pages
- Attachment No. 6, Standard Form 294, Rev. 10-95, 2 pages
- Attachment No. 7, Standard form 295, rev. 10-95, 2 pages

K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.222-21	FEB 1999	CERTIFICATION OF NONSEGREGATED FACILITIES

K.2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K. 3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any

Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.4 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR)4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of

payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701 (c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided herein may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☐ TIN:_____
- ☐ TIN: has been applied for.
- ☐ TIN: is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the U.S;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal government.

(d) Type of organization

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or Local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent;

Name_____TIN_____

K.5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(FAR 52.204-5)(MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representations (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.) The offeror represents that it _____. Is a women-owner business concern.

K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(FAR 52.209-5) (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 PLACE OF PERFORMANCE **(FAR 52.215-6) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offer or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

K.8 SMALL BUSINESS PROGRAM CONCERN REPRESENTATION
(FAR 52.219-1) (MAY 1999)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 3829.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the

applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"Women-owned small business concern", as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under

the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of a fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.9 SMALL DISADVANTAGED BUSINESS STATUS
(FAR 52.219-22)(NOV 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

* (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

* (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no

material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) * For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS **(FAR 52.222-22) (FEB 1999)**

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE
(FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
(FAR 223-13)(OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the

alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation;

or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.13 TRADE AGREEMENTS CERTIFICATE
(FAR 52.225-6)(FEB 2000)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country,

Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

K.14 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements (provisions K.1 through K.14) are accurate and complete.

Signature : _____

Title : _____

Date : _____

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FAR 52.252-1) (FEB 1999)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>FAR PROVISION</u>	<u>DATE</u>	<u>TITLE</u>
52-215-1	NOV 1999	INSTRUCTIONS TO OFFERORS- COMPETITIVE ACQUISITION
52.215- 5	OCT 1997	FACSIMILE PROPOSALS* *(301)713-0806, Attn: Eleanor Kaul RICOH 4000LK COMPATIBILITY CCITT GROUPS 1,2,3
52.214-34	APR 1991	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY

L.2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
(52.204-6)(JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.

- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbn.com.

L.3 TYPE OF CONTRACT
(FAR52.216-1)(APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity (IDIQ) fixed-price type of contract resulting from this solicitation.

L.4 INQUIRIES

Inquiries and all correspondence concerning this solicitation document should be submitted in writing to the issuing office.

OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE PERSON CITED IN BLOCK 10 OF THE SF33 ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

L.5 GENERAL PROPOSAL INSTRUCTIONS

The following instructions apply for any proposal submitted:

- (a) The Offeror shall submit **six (6)** copies of a technical / management proposal and **three (3)** copies of a business/price proposal. The Offeror **is not** to reference its proposed prices within its technical/management proposal.
- (b) Offerors may, at their discretion, submit alternate proposals or proposals which

deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the specification and statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate Proposals, or deviations from any requirement of the RFP, must be clearly identified.

(c) The Government reserves the right to conduct a pre-award survey to verify the information presented in the offeror's proposal.

(d) The Government will not pay for proposal preparation.

Part 1 - Technical Proposal Instructions.

(1) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's Statement of Work or merely state that requirements are understood and will be complied with, which paraphrase the specification document, the statement of work or parts thereof, or use phrases such as "standard engineering practices will be employed", or "well established techniques will be employed", etc., may be considered unacceptable.

(2) Topics presented in the technical/management proposal shall be cross-referenced to the applicable paragraph in the Statement of Work or Specification which is being addressed.

(3) The technical/management proposal will consist of a single written document of no greater than 25 pages prepared on single column 8.5 x 11 inch pages in 12 point font, 10 point for tables or foldouts, addressing the following:

A. Technical Approach.

1. The Offeror shall provide information describing the proposed Fischer and Porter rain gauge upgrade system and its installation.
2. The Offeror shall describe the performance characteristics of the proposed system against the requirements of the specification and the statement of work.
3. The Offeror shall provide the results of any tests conducted on the proposed system that are applicable to the solicitation. The Offeror shall provide a description of all the tests that will be conducted during this contract.
4. The Offeror shall provide a proposed schedule of significant tests, demonstrations, and other events that support the statement of work and delivery requirements.

B. Management.

1. The Offeror shall provide a summary description of the corporation and its management focus. The Offeror's proposal shall include organizational chart(s) depicting all organizational elements and lines of responsibility for managing, manufacturing, quality control, testing, delivery, and warranty repair.
2. The Offeror shall provide a summary description of the maintenance requirements, spares and supplies needed to support the proposed system, and the proposed approach used to perform the maintenance activities, to meet the system availability requirements.
3. The Offeror shall provide a summary description of the proposed training course and training materials.

C. Experience and Past Performance

1. The Offeror's proposal shall include a table identifying the type and total quantity of systems similar to the requested system delivered in the last five (5) years, including examples of major customers (i.e., agencies of the federal Government, state/local governments, foreign Governments, and private contracts). The table shall include:
 - Contract or ordering number;
 - Customer (federal agency, state government, etc.);
 - Description of work performed (ensure that the description is detailed so that its relevancy to the work to be performed under this contract is evident.);
 - Dollar value of contract or order;
 - Time period of contract or order;
 - Contact points with current telephone numbers for each contract (It is the Offeror's responsibility to ensure that **current** telephone numbers are provided for contacts who are able to provide feedback on the Offeror's performance.);
 - Information on problems encountered, if any, on the identified contracts and the Offeror's corrective actions; and
 - Explanatory notes or other information.

NOTE: If the Offeror has not previously delivered a system similar to the requested, the Offeror shall provide a matrix of all specification and statement of work requirements and the Offeror's related experience and proposed technologies to meet the requirements.

Part 2 - Business/Price Proposal

The business/price proposal shall include the following:

- A Prices for all CLINs in Section B.3.
- A Representations and certifications as requested in Section K.
- A The offeror shall provide evidence of its ability to finance operations under this contract. Evidence may include financial statements and letters of credit from financial institutions.
- . The offeror shall provide evidence of the realism of the prices proposed by submitting a record of sales indicating the number of units sold, price-per-unit, the number of years the unit has been on the market, etc.; comparison with other offeror's equipment shall be submitted if Contractor does not have sales record for CLINs in Section B.

L.6 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA **(FAR 52.215-20)(OCT 1997)(ALTERNATE IV)(OCT 1997)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide the information described below:

L.7 SUBMISSION OF PROPOSALS

All offerors shall be submitted in the formats and quantities specified below:

- (a) Standard Form 33 - one (1) original and two (2) copies;
- (b) Section B.3 - two (2) copies;
- (c) Section K (pages K-1 - K-15) - one (1) copy.
- (d) Business proposal - Three (3) copies - to address Page L-5, Section L.6, (b) Part 2
- (e) Technical proposal - six (6) copies - to address Page L-3 through L-5, Section 6, (b) Parts I.
- (f) Small, Small Disadvantaged, and Women Owned Small Business Subcontracting Plan

L.8 SERVICE OF PROTESTS

An agency level protest may be filed with either the Contracting Officer or the agency protest decision authority. See Section L.9 for procedures for filing an agency protest with the protest decision authority.

Agency protests filed with the Contracting Officer shall be sent to the following address:

U.S. Department of Commerce, NOAA
Acquisition Management Division
General Contracts Branch, OFA612
1305 East-West Highway, Station # 7604
Silver Spring, MD 20910-3281

Attn: Mr. Gregory N. Smith, Station # 7166

If a protest is filed with the General Accounting Office (GAO) or the Contracting Officer, a complete copy of the protest and all attachments shall be served upon the Contracting Officer as well as the Contract Law Division of the Office of the General Counsel within one (1) day of filing with GAO. Service upon the Contract Law Division is to be made as follows:

U.S. Dept. of Commerce
Contract Law Division, Office of the General Counsel
Herbert C. Hoover Building
14th and Constitution Avenue, N.W., Room 5893
Washington, DC 20230

Attn: Jerry Walz FAX:202-482-5858

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.9 DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST PROCEDURES - LEVEL ABOVE THE CONTRACTING OFFICER

On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce the

number of protests filed with the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer. Vendors may obtain a copy of these procedures through the Internet by accessing the Department of Commerce, Office of Acquisition Management's Homepage address as follows:

<http://www.ogc.doc.gov/OGC/cld.html#far>

Jerry A. Walz
Chief, Contract Law Division
Office of General Counsel
U.S. Department of Commerce

In the event, a vendor does not have access to the Internet, please contact the applicable procurement office for a hard copy **of the agency level protest procedures**.

Protests must be marked "**Agency Level Protest**" and addressed to the "Protest Decision Authority" indicated below:

Name, title of the person, address and fax number of the operating unit's Protest Decision Authority.

Helen Hurcombe
Director, Acquisitions and Grants Office/NOAA
SSMC 4, Room 7604
1305 East-West Hwy.
Silver Spring, MD 20910-3281 **FAX Number 301/713-0806**

The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Contract Law Division
Office of the Assistant General Counsel
for Finance and Litigation
Department of Commerce, Room H5882
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230 **FAX number 202/482-5858**

M.1 BASIS FOR AWARD

Award will be made to the offeror whose proposal contains the combination of those factors offering the best overall value to the Government, after taking into account both technical/management/performance and price factors, and who is considered to be responsible within the meaning of Federal Acquisition Regulation subpart 9.104 and the provision in this solicitation entitled "Contractor Responsibility."

M.2 TECHNICAL, MANAGEMENT AND PRICE RELATIONSHIPS

The Government will evaluate each proposal and compare the differences in the value and risks of technical/management features offered, with differences in price to the Government. In making this comparison, the technical/management/performance factors, when combined, are approximately equal in importance to the price factor.

M.3 EVALUATION FACTORS

Careful, full and impartial consideration will be given to all offers received. Proposals which meet all requirements will be evaluated to determine which proposal is most advantageous to the Government, considering both technical/management and price factors.

M.3.1 TECHNICAL/MANAGEMENT/PERFORMANCE FACTORS

The Government will evaluate the merits of each Offeror's written technical, management and performance proposal. Factors A through C are listed in a descending order of importance. The following criteria will be used to determine the merits of each proposal:

A. Technical

The Government will evaluate the degree to which the Offeror's technical approach for the F&P upgrade system design, installation, operation, maintenance, and delivery provides assurance that the **product** will meet or exceed all solicitation requirements. Considerations include the functional characteristics of the proposed system and how well the features of the proposed **product** meet the requirements of the specifications and the statement of work. Past test data will be considered for historical and long-term stability indicators. This factor will include proposed plans to test and evaluate performance of the proposed **product** before, during and after

installation of the **product** to ensure that the Government receives a **product** suitable for its intended purpose.

B. Performance

The Government will evaluate the degree to which the Offeror's record of **product** experience and past delivery performance provides assurance that the Offeror will meet or exceed all solicitation requirements. Offeror's who have excellent or exceptional performance records for work that is similar in content, complexity, and size to the requirements of this procurement will be evaluated more favorably. Evaluations will be based on information obtained on prior contracts identified in the proposal and any other relevant information available to the Government from other sources such as NOAA and other federal agency contracts, state and local Government contracts, and private contracts. Past performance information will be used for both the responsibility determination and the best value decision.

C. Management

The Government will evaluate the degree to which the Offeror's management focus provides assurance that the offeror will meet or exceed all solicitation requirements for the testing and operation, as well as the Offeror's approach to technical support services, such as maintenance support and training. Proposals which demonstrate the ability to keep the equipment operational and meet the specified availability level will receive a significantly more favorable evaluation on this factor.

M.3.2 PRICE

The Government will evaluate offers for award purposes based on the sum of total prices for all CLINs. The total evaluation price for CLIN 0006, F&P Upgrade GMA Production, will be computed using the highest unit price on any CY for the quality specified, as follows:

+ Unit price (for quantity of 10)	X	1800	X	0.25
+ Unit price (for quantity of 50)	X	1800	X	0.25
+ Unit Price (for quantity of 250)	X	1800	X	0.25
+ Unit Price (for quantity of 1800)	X	1800	X	0.25

= Total evaluation price for CLIN 0006

M.4 CONTRACTOR RESPONSIBILITY

It is the policy of the Department of Commerce that contracts shall be awarded only to responsible prospective Contractors. To be determined responsible, a prospective Contractor must:

- Have adequate financial resources to perform the contract, or have the ability to obtain them;
- Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- Have a satisfactory performance record;
- Have a satisfactory record of integrity and business ethics;
- Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, and quality assurance measures applicable to materials to be produced or services to be performed by the prospective Contractor and Subcontractors);
- Have the necessary production, construction and technical equipment and facilities, or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.